



BellSouth Telecommunications, Inc.  
Suite 2101  
333 Commerce Street  
Nashville, Tennessee 37201-3300

615 214-6311  
Fax 615 214-7406

Patrick W. Turner  
Attorney

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EXECUTIVE SECRETARY  
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EXECUTIVE SECRETARY

April 5, 2000

**VIA HAND DELIVERY**

Mr. David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37245

Re: *Discount Communications, Inc.*  
Docket No. 00-00230

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s Motion to Compel Disclosure or, in the Alternative, to Find Discount Communications, Inc. in Violation of the Compromise Agreement in the above-referenced matter. A copy of the enclosed is being provided to counsel of record.

Very truly yours,

Patrick W. Turner

PWT/jem

Enclosure

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In Re: *Discount Communications, Inc.*

Docket No. 00-00230

**MOTION TO COMPEL DISCLOSURE OR, IN THE ALTERNATIVE,  
TO FIND DISCOUNT COMMUNICATIONS, INC. IN VIOLATION OF THE  
COMPROMISE AGREEMENT**

Paragraph 4 of the Compromise Agreement entered in this docket provides that:

Beginning April 4, 2000 and continuing until and including the date the TRA makes a final ruling on all proposed issues submitted by Discount Communications to the TRA pursuant to and in accordance with the Agreed Procedural Order jointly filed by Discount Communications and BellSouth on or about March 29, 2000, Discount Communications shall pay into the escrow account established by agreement of the parties the amount of \$1,500 by 5:00 p.m. each and every Tuesday, Wednesday, Thursday, and Friday and \$4,500 each Monday.

BellSouth has cooperated in good faith with Discount Communications in attempting to reach an agreement regarding the escrow account. See Attachment 1. Although BellSouth has been advised that Discount Communications has established an escrow account with an institution in Memphis, BellSouth has not been provided with a copy of any documents governing this arrangement, it has not been provided any means of obtaining access to the status of this account, and it has not been provided with receipts evidencing deposits into this account. BellSouth has requested this information both verbally and in writing. See Attachment 2.

BellSouth, therefore, respectfully moves the hearing officer to immediately enter an emergency order requiring Discount Communications to provide BellSouth with this information by 5:00 p.m. today and providing that failure to do so will constitute a breach of the Compromise Agreement.<sup>1</sup>

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Patrick Turner  
Guy M. Hicks  
Patrick W. Turner  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301

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<sup>1</sup> The hearing officer clearly has the authority to issue such an order in this docket. See Transcript of March 28, 2000 at page 27, lines 3-12: ("I would move the general counsel or his designee serve as a prehearing officer to resolve any prehearing disputes of any nature, including those that may be related to the agreed order that is going to be submitted, including any failure to comply with the agreed order. Any matter that has to be expedited, the prehearing officer would be vested with authority to resolve those issues, and that would serve the best interests of both parties").

**CERTIFICATE OF SERVICE**

I hereby certify that on April 5, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☒ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight

Richard Collier, Esquire  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0500

- ☒ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight

Henry Walker, Esquire  
Boult, Cummings, Conners & Berry  
414 Union Avenue, #1600  
Post Office Box 198062  
Nashville, Tennessee 37219-8062

  
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## **ATTACHMENT 1**



BellSouth Telecommunications, Inc.  
Suite 2101  
333 Commerce Street  
Nashville, Tennessee 37201-3300

615 214-6311  
Fax 615 214-7406

Patrick W. Turner  
Attorney

March 31, 2000

**VIA TELECOPIER  
(615) 252-2380**

Henry Walker, Esquire  
Boult, Cummings, Conners & Berry  
414 Union Street, Suite 1600  
Post Office Box 198062  
Nashville, Tennessee 37219-8062

Re: Discount Communications, Inc.  
Docket No. 00-00230

Dear Henry:

This will confirm that in an attempt to expedite the process and to avoid unnecessary expense, BellSouth offered to provide pre-paid FedEx envelopes which Discount Communications could use to send the payments required by the Compromise Agreement to BellSouth's Legal Department. BellSouth also offered for its Legal Department to keep these payments in a separate account and disburse them as directed by the TRA. Discount Communications, however, declined this offer and has assumed responsibility for establishing an escrow account with a bank in Memphis. Beyond that, BellSouth has not been advised of any specific actions Discount Communications has taken towards establishing an escrow account, and BellSouth's comments on the terms and conditions of any escrow agreement have not been sought.

BellSouth remains willing to discuss these issues and to assist in the establishment of an escrow arrangement, but to date, Discount Communications has made no requests of BellSouth for any such assistance. BellSouth also is willing to discuss having Discount Communications send the payments required by the Compromise Agreement to your firm for deposit into a separate banking account (the funds of which will be paid out pursuant to TRA Order), provided BellSouth has the ability to monitor the account to confirm compliance with the Compromise Agreement.

Henry Walker, Esquire  
March 31, 2000  
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Again, BellSouth stands ready to work with Discount Communications to establish the escrow arrangement as required by the Compromise Agreement. BellSouth, however, will not waive any of the provisions of the Compromise Agreement regarding the escrow payments, and BellSouth will not agree to an extension of time for any payment into escrow.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Patrick W. Turner".

Patrick W. Turner

PWT/jem

## **ATTACHMENT 2**





BellSouth Telecommunications, Inc.  
Suite 2101  
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615 214-6311  
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Patrick W. Turner  
Attorney

April 5, 2000

**VIA TELECOPIER  
(615) 252-2380**

Henry Walker, Esquire  
Boult, Cummings, Conners & Berry  
414 Union Street, Suite 1600  
Post Office Box 198062  
Nashville, Tennessee 37219-8062

Re: Discount Communications, Inc.  
Docket No. 00-00230

Dear Henry:

This will confirm our discussion Monday regarding your request for a copy of the TRA Staff's file in the above-referenced matter. I would appreciate your sending me a copy of the documents you have received pursuant to that request by hand delivery as soon as possible. BellSouth, of course, will pay all normal copying and delivery charges for this file.

Additionally, this will confirm that BellSouth has received no information whatsoever regarding the escrow account Discount Communications apparently has established pursuant to the compromise agreement. Unless I receive a contact name and number; and a copy of the escrow contract documenting BellSouth's ability to access the account ensuring that the funds in the account will be distributed only in accordance with a ruling by the TRA; and a receipt evidencing the payment due yesterday by noon today, I will file a motion compelling immediate disclosure of this information or, in the alternative, an order finding that Discount Communications is in violation of the compromise agreement.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,

Patrick W. Turner

PWT/jem

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